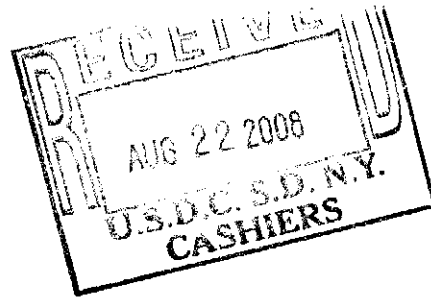


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66-08-72 ECR/LJQ



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE CASTEL

-----X
SOUTH CHINA INSURANCE CO., LTD. a/s/o
NIEN HSENG TEXTILE CO., LTD.,

08 CV 7433

Plaintiff, 08 CV ()

- against -

COMPLAINT

CROWLEY MARITIME CORPORATION d/b/a
CROWLEY LINER SERVICES INC.,

Defendant.
-----X

Plaintiffs, by its attorneys, McDERMOTT & RADZIK, LLP, alleges upon
information and belief, as follows:

FIRST: All and singular the following premises are true and
constitute an admiralty or maritime claim within the meaning of Rule 9 (h) of the Federal
Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United
States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal office and place of business stated in Schedule A, hereto annexed, and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendant had and now has the legal status and office and place of business stated in Schedule A, and was and now is engaged in business as a common carrier of merchandise by water for hire.

FOURTH: On or about the date and at the port of shipment stated in Schedule A, there was shipped by the shipper therein named and delivered to defendant, as a common carrier, the shipment described in Schedule A then being in good order and condition, and defendant then and there accepted said shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the port of destination stated in Schedule A, and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignee named in Schedule A.

SIXTH: Thereafter, the said shipment did not arrive at the port of destination, where defendant was to make delivery of the shipment in like good order and condition as when shipped, delivered to and received by them, but on the contrary, seriously injured and impaired in value by reason of the matter and things stated in Schedule A, all in violation of defendant's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiff was the shipper, consignee or owner of the shipment described in Schedule A and brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who may be or become interested in the said

shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

EIGHTH: By reason of the premises, plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$96,544.80.

WHEREFORE, plaintiff prays:

1. That process in due form of law may issue against defendant citing it to appear and answer all and singular the matters aforesaid;

2. That if defendant cannot be found within this District, then all its property within this District as shall be described in Schedule A, be attached in the amount of \$69,544.80, with interest thereon and costs, the sum sued for in this Complaint.

3. That judgment may be entered in favor of plaintiff against defendant for the amount of plaintiff's damages, together with interest and costs and the disbursements of this action; and

5. That this Court will grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
August 21, 2008

McDERMOTT & RADZIK, LLP

BY:



Edward C. Radzik (ER 2473)

Lori J. Quinn (LQ 1468)

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88 Pine Street, 21st Floor

New York, New York 10005-1801

(212) 376-6400

File: 66-08-72 ECR/LJQ

TO: Crowley Maritime Corporation
d/b/a Crowley Liner Services
36th Street & Delaware River
Petty's Island
Pennsauken, NJ 08110

SCHEDULE A

**Plaintiff legal status
and place of business**

Plaintiff, South China Insurance Co., Ltd., is a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country with an office 5th Floor, No. 560, Section 4, Chung-Hsiao E. Road, Taipei, Taiwan, Republic of China.

Plaintiff, Nien Hsing Textile Co. Ltd., is a corporation or other business entity duly organized and existing under and by virtue of the laws of a foreign country, with an office and principal place of business at 13F, No.306, Neihsu Road, Section 1, Neihsu, Taipei, Taiwan 114, R.O.C.

**Defendant's legal status
and place of business**

Defendant, Crowley Maritime Corporation d/b/a/ Crowley Liner Services, Inc., is a corporation or other business entity duly organized and existing under and by virtue of one of the states of the United States, with an office and principal place of business at 36th Street & Delaware River, Petty's Island, Pennsauken, NJ 08110.

Vessel	:	CARIBE MERCHANT
Bill of Lading Number	:	MGANSM000834 DATED January 30, 2008
Port of Loading	:	Managua, Nicaragua
Loading Pier/Terminal	:	PTO Cortes
Port of Discharge	:	Port Everglades, Florida
Description of Shipment	:	759 Cartons Twill Shorts
Container No.	:	GLDU0578319
Shipper	:	John Garment, S.A.
Consignee	:	Supreme International, LLC
Nature of Damage/Loss	:	Non-delivery of 759 Cartons
Amount	:	\$96,544.80
Our File	:	66-08-72 ECR/LJQ